

SALES AND PURCHASE AGREEMENT

FILED GREENVILLE CO. S. C.

E. Mitchell Arnold Realty Co.

Greenville, South Carolina

NOV 13 2 14 PM 1952

OLLIE FARNSWORTH

October 23, 1952

This Agreement made this day by and between E. L. McPherson, M.D., hereinafter called the seller, and John W. Jones hereinafter called the purchaser,

WITNESSETH:

That in and for the consideration of the sum of Nineteen Hundred Dollars, to be paid as hereinafter set out, the seller agrees to sell, and the purchaser agrees to buy, the following described real estate: Lots nos. Twenty six (26) and Twenty seven (27) as shown on plat of Greenacre Dale made by C.C. Jones Engineer in June 1952

The above lot is sold subject to usual restrictions as attached hereto and made a part of this contract.

The consideration above set out is to be paid as follows: the sum of One Thousand (\$1000.00) in cash upon the signing of this Contract and the balance to be paid in monthly installments of \$21.14 Dollars each, beginning on the 15th day of December 1952 and continuing

on the 15th day of each and every successive calendar month thereafter until the principal sum has been paid in full, said payment to be applied first to interest and then to the principal balance as may be due from month to month, said interest to be at the rate of per centum per annum, to be computed and paid monthly. Upon the payment of the entire principal balance due, the seller agrees to deliver a good warranty deed to the above described property, free and clear of all liens and encumbrances. The above payments are to be made to E. Mitchell Arnold Co.

The purchaser has the absolute right and privilege of paying the balance due upon this Contract at any time before maturity. During the life of this Contract, the seller agrees to pay the taxes upon the above described property up to the time of the delivery of the deed, but should any paving assessments or other public liens be levied against this property, subsequent to the signing of this contract, the purchaser hereby agrees to pay such assessments.

It is hereby expressly agreed that time is of the essence of this Contract, and if the said payments are not made as and when due, the seller shall have the absolute right to declare this Contract null and void, and shall be discharged in law and equity from all liability to make and deliver said deed, and shall be entitled to retain all payments which have been made by reason of this Contract as rental or as liquidated damages. Upon default of the payments as hereinabove set out for a period of thirty (30) days by the purchaser, then this Contract may be cancelled by giving thirty (30) days written notice by Registered Mail to the purchaser, at his last known address, of such intention on the part of the seller, and upon the failure of the purchaser to correct said default in payments within the required period.

Witness our hands and seals this the 23rd day of October, 1952.

In the presence of:

James James Sampson
E. Mitchell Arnold
Paul J. Boggs

E. L. McPherson (L.S.)
John W. Jones (L.S.)

State of South Carolina) Probate
County of Greenville)

Personally appeared before me E. Mitchell Arnold and made oath that he saw the within named John W. Jones and E. L. McPherson, M.D. sign, seal and, as their act and deed, deliver the within written contract for the uses and purposes herein mentioned, and that he with D. J. Sampson and Paul J. Boggs witnessed the execution thereof.

SEEN to before me this the 27 day of October 1952.

Paul J. Boggs (L.S.)
Notary Public for South Carolina

Recorded November 13th, 1952 at 2:14 P. M. #25156